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judge, admitting that as a general rule, a covenant could not run with the land unless there was privity of estate between the covenantor and the covenantee, held that covenants benefiting the land, as covenants for title, were exceptions to the rule, adopted upon commercial considerations. Many authorities discrediting *Packenham's Case*, adhere to the rule that no covenant can run with the land, unless there is privity of estate between the covenantor and the covenantee. *Hurd v. Curtis*, 19 Pickering, 459. *Mygatt v. Coe*, 124 N. Y. 212; *Wheeler v. Schad*, 7 Nev. 204.

**DAMAGES—BREACH OF CONTRACT—MENTAL SUFFERING.**—One Smith died in the pest-house of smallpox, whereupon his widow and children contracted with the defendant for a suitable coffin and burial robe to be delivered at the pest-house, and paid for the same. Defendant actually delivered a cheap pine box, too small for the corpse, and no robe, with the expectation that as plaintiffs were not allowed to attend the funeral, the breach of contract would not be discovered. This is an action to recover for the breach of the contract, and for the mental suffering caused thereby. In the lower court judgment was given for \$725.50, viz., \$25.50 amount paid over value of box furnished, \$500 actual damages for mental suffering, and \$200 exemplary damages. Defendant appealed. *Held*, that the evidence warrants the judgment. *J. E. Dunn & Co. v. Smith* (1903), — Tex. —, 74 S. W. Rep. 576.

The decision in this case is not in accordance with the weight of authority in allowing damages for mental suffering in case of breach of contract. It is, however, directly supported by *Renihan v. Wright*, 125 Ind. 536, 25 N. E. Rep. 822, 21 Am. St. Rep. 249, 9 L. R. A. 514, and is a logical application of the principle first announced by the Texas court in *So Relle v. Tel. Co.*, 55 Tex. 308, which has [been followed in a considerable number of states, among these being Indiana, Kentucky, Tennessee, North Carolina, Alabama, and Louisiana. See MICHIGAN LAW REVIEW, Vol. II. p. 150. The awarding of exemplary or punitive damages in an action on contract, with the exception of breach of promise of marriage, is clearly opposed to the common law doctrine, and is contrary to the overwhelming weight of authority. *Duche v. Wilson*, 37 Hun. 519; *Ryder v. Thayer*, 3 La. Ann. 149; *Lane v. Wilcox*, 55 Barb. 615; *Hoy v. Gronoble*, 34 Pa. St. 9, 75 Am. Dec. 628; *Snow v. Grace*, 25 Ark. 570; *Gordon v. Brewster*, 7 Wis. 355; *Thomas v. Peterson*, 24 S. W. 1125. Contra, *Hays v. Anderson*, 57 Ala. 374. The justice of this particular case seems to call for heavy damages, but that such deviation from principle brings about startling results is well shown by the case of *Lewis v. Holmes*, commented on in the following note.

**DAMAGES—BREACH OF CONTRACT—MENTAL SUFFERING.**—The defendant, a fashionable milliner, contracted with the plaintiff to furnish a wedding dress and four other dresses, constituting her daughter's trousseau, and deliver them by April 17. The wedding dress was delivered the sixteenth, but did not fit. As the wedding was to occur the nineteenth, the wedding dress was made over at the plaintiff's home, but word was sent to defendant to follow measurements more carefully on the other dresses. Defendant thereupon sent back the goods furnished for the other dresses, and the mother brings this action, jointly with the daughter and her husband, to recover for the breach of contract and for the mental suffering of the daughter, caused by disappointment at not having her trousseau. Evidence showed that the daughter had to give up several entertainments which were planned for the festivities, and to curtail the wedding journey. Damages of \$575 for mental suffering were allowed by the lower court, and defendant appealed.